

**EXHIBIT DD**

083451-5001

STEWART WEINBERG  
DAVID A. ROSENFELD  
WILLIAM A. SOKOL  
VINCENT A. HARRINGTON, JR.  
W. DANIEL BOONE  
BLYTHE MCKELSON  
BARRY E. HINKLE  
JAMES RUTKOWSKI  
SANDRA RAE BENSON  
CHRISTIAN L. RAISNER  
JAMES J. WEBBER  
THEODORE FRANKLIN  
ANTONIO RUIZ  
MATTHEW J. GALGER  
ASHLEY K. KEDA  
LINDA BALDWIN JONES  
PATRICIA A. DAVIS  
ALAN G. CROWLEY  
J. FELIX DE LA TORRE  
KRISTINA L. HILLMAN  
ANDREA LAJACONA  
EMILY P. RICH

WEINBERG, ROGER & ROSENFELD  
A PROFESSIONAL CORPORATION  
1001 Marina Village Parkway, Suite 200  
Alameda, CA 94501-1091  
TELEPHONE 510.337.1001  
FAX 510.337.1023

LORI K. AQUINO  
ANNE I. YEN  
NICOLE M. PHILLIPS  
BROOKE D. PIERMAN  
BRUCE A. HARLAND  
CONCEPCION E. LOZANO-BATISTA  
CAREN P. SENCER  
LINELLE S. MOGADO  
MARJARI CHARVA

PATRICIA M. GATES, Of Counsel  
ROBERTA D. PERKINS, Of Counsel  
JOHN PLOTZ, Of Counsel

• Also admitted in Arizona  
• Admitted in Hawaii  
• Also admitted in Nevada

August 17, 2006

FOLEY & LARDNER LLP  
RECEIVED

AUG 18 2006

Larry Arnold  
Foley & Lardner  
One Maritime Plaza, Sixth Floor  
San Francisco, CA 94111-3404

Re: Servicing Agreement

Dear Mr. Arnold:

Per your request, enclosed please find the Servicing Agreement between Local 715 and UHW. For your information, it is modeled on the servicing agreement which has expressly been upheld as lawful by the NLRB, see Suburban Pavilion.

I trust this will calm any insecurities you and/or your client may have concerning this matter and that henceforth you will recognize that UHW is servicing Local 715, which continues to be the exclusive bargaining representative of the bargaining unit at the Stanford Medical Facilities.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

*William A. Sokol for*  
William A. Sokol

WAS/jys  
opeiu 3 afl-cio(1)

Enclosure

1/431225

## **SERVICING AGREEMENT**

This **SERVICING AGREEMENT** is entered into between Local 715 ("Local 715") and SEIU UHW ("UHW").

WHEREAS, Local 715 and UHW recognize that the core jurisdiction represented by Local 715 includes public sector employees and that the core jurisdiction of UHW includes health care employees; and

WHEREAS, Local 715 and UHW recognize that the professional services provided by each organization are most highly developed in regard to their core jurisdictions; and

WHEREAS, Local 715 is the sole and exclusive collective bargaining representative for a unit of employees at the Stanford Hospital facility ("Stanford facility"); and

WHEREAS, Local 715 wishes to obtain for its members at the Stanford facility the professional services available through UHW, and UHW is willing to make its professional services available to Local 715's members at the Stanford facility; now,

THEREFORE, it is AGREED as FOLLOWS:

1. **Effective Date**

The terms of this Servicing Agreement shall become effective on March 1, 2006.

2. **Cost of Services**

For a period running concurrently with the existing collective bargaining agreement between Local 715 and the Stanford facility, UHW shall provide the professional services outlined herein at no cost to Local 715. Thereafter, if this Agreement is extended, Local 715 shall reimburse UHW for the costs of the services outlined herein from the dues and agency fees collected by UHW for each Local 715 member affected by this Agreement.

3. **Duration of Agreement**

This Servicing Agreement shall be effective on March 1, 2006 and shall remain in full force and effect until the end of the current collective bargaining agreement between Local 715 and the Stanford facility. The duration of this Servicing Agreement may be mutually extended by the parties. Additionally, this Agreement can be altered, amended, or rescinded by the mutual agreement of the parties. Either party may unilaterally terminate this Agreement by giving three months notice to the other party.

**4. Services Provided By UHW**

For the duration of this Servicing Agreement, UHW's staff, acting as designated agents of Local 715, shall provide the following professional services to Local 715 for its members at the Stanford facility:

Representation in the grievance procedure and at arbitration hearings

Representation at labor-management meetings

Assistance to members appearing before the National Labor Relations Board on behalf of the Local 715 Chapter at the Stanford facility.

**5. Oversight By Local 715**

The UHW staff member assigned to the day-to-day servicing of the Stanford facility unit will meet on a regular basis with an officer of Local 715 to review the status of representation matters within the unit. In addition, UHW will provide Local 715 with advance notice of all membership meetings and site visits and clear all correspondence with Local 715. The parties acknowledge that Local 715 has the ultimate responsibility for collective bargaining matters on behalf of the Stanford facility unit.

**6. Services Provided By Local 715**

For the duration of this Agreement, Local 715 shall continue to administer the collection of membership dues, and shall have access to, and may assist with, all membership meetings, and shall have access to all records associated with the bargaining unit.

**7. Designation of Agency Status**

Local 715 shall notify the Employer in writing of its designation of the appropriate employees of UHW to serve as the agents of Local 715 in providing services to Local 715's membership at the Stanford facility.

Should the Employer challenge or refuse to accept the legitimacy of this Servicing Agreement, the parties will cooperate in processing the legal actions necessary to its enforcement. (This may include filing an unfair labor practice charge under the name of Local 715). UHW will provide professional assistance in this process. During the pendency of this process, Local 715 will continue to provide representation and the administration of all aspects of the collective bargaining agreement through its own staff until such matter is resolved.

**8. Chapter Structure and Members' Rights**

a) Following the implementation of this Servicing Agreement, Local 715's unit at the Stanford facility shall maintain the same officers and other employee-representatives, under the same internal Chapter structure that existed prior to implementation of this Agreement;

JUL 20, 2006 4:22PM

SEIU UHW

NO. 2920 P. 4

b) Following implementation of this Servicing Agreement, Local 715 members at the Stanford facility will continue to be full members of Local 715, with the right to vote in Local 715 elections and otherwise participate in Local 715's affairs. Employees in the bargaining unit will be offered Associate Member status with UHW but shall keep whatever membership rights are accorded them under the Local 715 by-laws and the Service Employees nternational Union constitution;

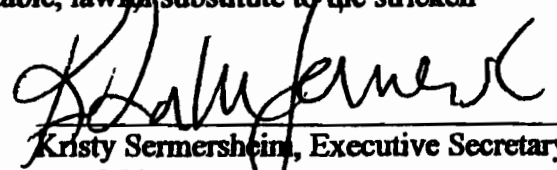
c) Nothing herein shall prohibit UHW from permitting Local 715's Chapter leaders or members from the Stanford facility to participate in UHW educational functions, or appearing as guests at other UHW functions.

9. **Severability**

The parties hereto believe that all provisions of this Servicing Agreement comply with applicable law. However, should any position of this Agreement be found illegal by any tribunal of competent jurisdiction, this shall not affect the remainder of the Agreement. Rather, the parties shall promptly meet to negotiate an acceptable, lawful substitute to the stricken provisions.

  
\_\_\_\_\_  
Sal Roselli, President, UHW

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kristy Sermersheim, Executive Secretary,  
Local 715

  
\_\_\_\_\_  
Date